

**SECOND AMENDMENT TO AGREEMENT FOR
PROFESSIONAL SERVICES
(Design Professional)**

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into this _____ day of _____, 2018, by and between the City of Merced, a California Charter Municipal Corporation ("City"), and AECOM Technical Services, Inc., a California Corporation whose address of record is 1360 East Spruce Avenue, Suite 101, Fresno, California 93720, ("Consultant").

WHEREAS, City is undertaking a project to install a new water supply well at the City's Wastewater Treatment Plant; and

WHEREAS, City and Consultant have previously entered into an Agreement for Professional Services ("Agreement") dated April 6, 2015 and a First Amendment dated February 20, 2018; and

WHEREAS, City and Consultant desire to amend said Agreement to provide for additional services in connection with said project.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants hereinafter recited, agree as follows:

1. Section 24, "ADDITIONAL WORK," is hereby added to the Agreement to read as follows:

"SECTION 24. ADDITIONAL WORK. Consultant shall perform the additional work outlined in the proposal from Consultant to City dated August 22, 2018, attached hereto as Exhibit "1".

2. Section 25, "ADDITIONAL COMPENSATION," is hereby added to the Agreement to read as follows:

"SECTION 25. ADDITIONAL COMPENSATION. City shall pay to Consultant the not to exceed additional sum of Eleven Thousand Five Hundred Eight Dollars (\$11,508.00) for the additional work described in the

proposal attached hereto as Exhibit "1" and in accordance with the rates set forth on Exhibit "1."

3. Except as herein amended, the Agreement dated April 6, 2015 and First Amendment dated February 20, 2018, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to Agreement to be executed on the date first above written.

CITY OF MERCED
A California Charter Municipal
Corporation

BY: _____
City Manager

ATTEST:
STEVE CARRIGAN, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY:  9-12-2018
City Attorney Date

ACCOUNT DATA:

BY: _____
Verified by Finance Officer

CONSULTANT
AECOM TECHNICAL SERVICES,
INC., A California Corporation

BY: Masood Mesbah
(Signature)

MASOOD MESBAH
(Typed Name)

Its: Vice President
(Title)

BY: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Taxpayer I.D. No. 95-2661922

ADDRESS: 1360 E. Spruce Ave.
Suite 101
Fresno, CA 93720

TELEPHONE: (559) 490-8309
FAX: (559) 448-8233
E-MAIL: stephen.spencer@aecom.com



AECOM
1360 E. Spruce Avenue
Suite 101
Fresno, CA 93720
www.aecom.com

559.448.8222 tel
559.448.8233 fax

August 22, 2018

Mr. Joe Angulo
City of Merced
678 West 18th Street
Merced, CA 95340

New Water Supply Well for Wastewater Treatment Plant – Addendum 2

Mr. Angulo,

The attached spreadsheet summarizes our effort necessary to review the additional submittals generated by Soracco, Inc. for the subject project. These submittals were in excess of what is considered typical for a project of this type, mostly due to the fact that Soracco had to replace their electrical subcontractor during construction. The spreadsheet lists the submittal number, the date received, the date returned, and the hours spent by AECOM staff reviewing and responding to that submittal.

The out-of-scope work began in September 2017, and shortly thereafter we prepared an amendment (Amendment #1) to cover the work that had been done as well as an estimate of future work based on available data. The amendment was first submitted to the City in November 2017. Contract Amendment #1 was finally executed in February 2018; work related to additional submittal reviews was billed to our project task 2.4 up to that point, and then to project task 2.5 following execution.

Unfortunately, the number of additional submittals from Soracco has exceeded our original estimate and work continues. Therefore, we have prepared the attached Contract Amendment #2 to cover the effort necessary to complete the engineering support portion of the project.

In addition to the above, Amendment #2 covers an inspection of the electrical construction completed at the site for compliance with current electrical codes.

I appreciate your understanding with regard to these issues. Please let me know if you have any questions or require additional information.

Sincerely,

Stephen Spencer, PE
Project Manager

EXHIBIT 1

Merced WWTP Well 2 Additional Submittals through May 11, 2018 (Invoiced May 24, 2018)

Number	Revisor Description	Specification	Received	Responded	Status	Week Ending	Submitted Numbering	Reviewer	Hours Billed	Rate	Total	Billed W/E	Task	
1 b	Tank	434117	8/22/2017	8/23/2017	MCN	8/25/2017		Plath, J	2	\$ 47.50	\$ 95.00	9/22/2017	2.4	
23 b	Metering Pump	432160	9/12/2017	9/20/2017	NET	9/22/2017	52	Cisco	0.4	\$ 130.00	\$ 52.00	9/29/2018	2.4	
36 c-52	Rigid Steel Conduit	260000	9/5/2017	9/20/2017	NET	9/22/2017	52	Randall	0.4	\$ 210.00	\$ 84.00	9/29/2018	2.4	
36 c-52	Rigid Steel Conduit	260000	9/5/2017	9/20/2017	NET	9/22/2017	53	Cisco	0.4	\$ 130.00	\$ 52.00	9/29/2018	2.4	
36 c-53	Liquid Tight Flexible Conduit	260000	9/5/2017	9/20/2017	NET	9/22/2017	53	Randall	0.4	\$ 210.00	\$ 84.00	9/29/2018	2.4	
36 c-53	Liquid Tight Flexible Conduit	260000	9/5/2017	9/20/2017	NET	9/22/2017	54	Cisco	0.4	\$ 130.00	\$ 52.00	9/29/2018	2.4	
36 c-54	Low Voltage Wire	260000	9/5/2017	9/20/2017	NET	9/22/2017	54	Randall	0.4	\$ 210.00	\$ 84.00	9/29/2018	2.4	
36 c-54	Low Voltage Wire	260000	9/5/2017	9/20/2017	NET	9/22/2017	55	Cisco	0.4	\$ 130.00	\$ 52.00	9/29/2018	2.4	
36 c-55	Cat 5 Cable	E-103	9/5/2017	9/20/2017	NET	9/22/2017	55	Randall	0.4	\$ 210.00	\$ 84.00	9/29/2018	2.4	
36 c-55	Cat 5 Cable	E-103	9/5/2017	9/20/2017	NET	9/22/2017	56	Cisco	0.4	\$ 130.00	\$ 52.00	9/29/2018	2.4	
36 c-56	Tsp Instrumentation Cable	432152-242652	10/2/2017	10/2/2017	NET	10/6/2017	Plath	1	\$ 47.50	\$ 47.50				
28 b	Loko Motor Shell	432152	10/10/2017	10/11/2017	NET	10/13/2017	Plath	1	\$ 47.50	\$ 47.50				
31 b	Morrills Well Seal	402020	10/24/2017	10/25/2017	NET	10/27/2017	Plath	0						
21 b	Brass Cap and Adapter	421216	10/25/2017	11/7/2017	A&R	11/10/2017	Kunal	1	\$ 125.00	\$ 125.00		11/10/2017	2.4	
22 b	Compressor	469715	11/30/2017	12/5/2017	A&R	12/8/2017	Kunal	0.5	\$ 125.00	\$ 62.50		12/15/2017	2.4	
20 b	Pressure Switch	469715	12/6/2017	12/7/2017	A&R	12/8/2017	Cisco	1	\$ 160.00	\$ 160.00		12/15/2017	2.4	
20 c	Pressure Switch	469715	12/6/2017	12/7/2017	A&R	12/8/2017	Kunal	0.5	\$ 125.00	\$ 62.50		12/15/2017	2.4	
20 c	Pressure Switch	469715	12/6/2017	12/7/2017	A&R	12/8/2017	69	Cisco	1	\$ 160.00	\$ 160.00		12/15/2017	2.4
20 c-69	Single Stage Pressure Switch	469715	12/6/2017	12/7/2017	A&R	12/8/2017	69	Kunal	0.5	\$ 125.00	\$ 62.50		12/15/2017	2.4
20 c-69	Single Stage Pressure Switch	469715	12/6/2017	12/7/2017	A&R	12/8/2017	70	Cisco	1	\$ 160.00	\$ 160.00		12/15/2017	2.4
20 c-70	Two Stage Pressure Switch	469715	12/6/2017	12/7/2017	A&R	12/8/2017	70	Kunal	0.5	\$ 125.00	\$ 62.50		12/15/2017	2.4
20 c-70	Two Stage Pressure Switch	469715	12/6/2017	12/7/2017	A&R	12/8/2017	70	Cisco	1	\$ 160.00	\$ 160.00		12/15/2017	2.4
29 b	MCC	262419	12/7/2017	12/7/2017	NET	12/8/2017	Cisco	2	\$ 160.00	\$ 320.00		12/8/2017	2.4	
36 b	Wire and Conduit	260000	11/16/2017	12/5/2017	NET	12/8/2017	Cisco	0.5	\$ 125.00	\$ 62.50		12/15/2017	2.4	
22 c	Compressor	421216	11/15/2017	12/14/2017	A&R	12/15/2017	Kunal	0.5	\$ 125.00	\$ 62.50		12/15/2017	2.4	
11 a-68	Pressure Gauges	409715	12/11/2017	12/13/2017	A&R	12/15/2017	68	Kunal	0.5	\$ 125.00	\$ 62.50		12/15/2017	2.4
20 d	Pressure Switch	409715	12/11/2017	12/13/2017	A&R/MCN	12/15/2017	Kunal	0.5	\$ 125.00	\$ 62.50		12/15/2017	2.4	
19 a-78	Check Valve	400520	2/13/2018	2/19/2018	MCN	2/23/2018	78	Plath	2	\$ 100.00	\$ 200.00		2/23/2018	2.5
19 a-78	Check Valve	400520	2/13/2018	2/19/2018	MCN	2/23/2018	78	Spencer	0.75	\$ 150.00	\$ 112.50		2/23/2018	2.5
22 e	Compressor	421216	4/17/2018	4/25/2018	A&R	4/27/2018	Plath	9	\$ 100.00	\$ 900.00		5/11/2018	2.5	
22 e	Compressor	421216	4/17/2018	4/25/2018	A&R	4/27/2018	Cisco	2	\$ 160.00	\$ 320.00		5/11/2018	2.5	
22 d	Compressor	421216	4/4/2018	5/5/2018	A&R	5/4/2018	Spencer	0.25	\$ 150.00	\$ 37.50		5/11/2018	2.5	
22 d	Compressor	421216	4/4/2018	5/5/2018	A&R	5/4/2018	Plath	5	\$ 100.00	\$ 500.00		5/11/2018	2.5	
22 d	Compressor	421216	4/4/2018	5/5/2018	A&R	5/4/2018	Cisco	2	\$ 160.00	\$ 320.00		5/11/2018	2.5	
22 f	Compressor	421216	5/11/2018	5/11/2018	A&R	5/11/2018	Spencer	1	\$ 150.00	\$ 150.00		5/11/2018	2.5	
22 f	Compressor	421216	5/11/2018	5/11/2018	A&R	5/11/2018	Cisco	1	\$ 160.00	\$ 160.00		5/11/2018	2.5	

Total 35 {Revision b or greater}

Total

\$ 4,848.50

AECOM Scope of Services

Amendment No. 2 Additional Engineering Support During Construction for City of Merced New Water Supply Well for Wastewater Treatment Plant

Project Background

This scope and fee has been prepared to amend the current Agreement for Professional Services between the City of Merced and AECOM Technical Services, Inc. executed on April 6, 2015 (Agreement).

AECOM Tasks

AECOM shall perform the following tasks. The task numbering sequence is an extension of the sequence from the current Agreement:

Task 2 – Design and Install Supply Well

During construction of the supply well site, several additional submittal reviews and responses to contractor RFIs were required because the Contractor replaced their originally proposed electrical contractor. This amendment documents those additions and requests additional fee to cover out-of-scope work. AECOM's services will be as described in the following tasks.

Subtask 2.6 - Additional Design and Construction Support Services

The construction contractor, Soracco, Inc., indicated to the City last year that their original electrical subcontractor was not qualified to provide the necessary integration between the new Well 2 system controls and the existing WWTP SCADA system, and therefore Soracco contracted with a new electrical subcontractor to complete the project. AECOM had provided additional review of the electrical and controls submittals and will review the new electrical subcontractor submittals through the end of October once received.

Subtask 2.7 – Electrical Inspection Services

AECOM will provide an on-site inspection of the existing electrical construction to review for adherence to current electrical codes. An AECOM electrical engineer will spend one day on site reviewing construction, and then prepare a report documenting any code compliance issues that were identified.

Assumptions/Exclusions

Reuse: Any reuse of Consultant-prepared work, except for the specific purposes intended hereunder, will be at City's sole risk and without liability or legal exposure to Consultant or its subconsultants.

Safety: Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, including safety precautions and procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop the work of the construction contractor. In no event shall Consultant be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the City.

Delay: Consultant shall not be responsible for delays due to causes beyond Consultant's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly.

Entitled to Rely: Consistent with the professional standard of care and except as otherwise expressly set forth herein, Consultant shall be entitled to rely upon the accuracy of data and information provided by City or others without independent review or evaluation.

Opinions of Construction Cost: Any Opinion of the Construction Cost prepared by Consultant represents its judgment as a design professional and is supplied for the general guidance of City. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to City.

Hazardous Materials: Notwithstanding anything in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons to hazardous materials in any form, at the project site.

Schedule

Project construction has extended beyond the originally anticipated finish date used to estimate our April 6, 2015 Agreement schedule and cost estimate. Contract Amendment No. 1 assumed construction would be completed in May 2018. At this time, assuming the current project Contractor stays on the project, we now anticipate construction ending in October 2018. Therefore, this amendment assumes AECOM's work will be completed in December 2018 (allowing for preparation of record drawings and final start-up support). If construction is not completed by the end of October 2018, an additional contract amendment may be required.

Compensation

AECOM shall be compensated monthly with progress payments by the Client for services provided by AECOM during the previous month pursuant to this Amendment No. 2 and in accordance with AECOM's Hourly Rate Schedule contained in the Agreement. Maximum compensation for AECOM's services as described in Tasks 2.6 and 2.7 shall not exceed \$11,508.00 without the prior written approval of the Client. AECOM's total fee authorized by the Client is presented in the table below:

Date	Contract Summary	Fee
04/6/2015	Original contract	\$138,630
02/20/2018	Amendment 1 – Additional Design and Construction Support Services	\$15,382
	Amendment 2 – Additional Engineering Support During Construction	\$11,508
	Total	\$165,520

Project Contract Budget

New WWTP Supply Well - Amendment No. 2 Additional Construction Support Services

City of Merced
22-Aug-18

Personnel Category	\$/HR
PM/Principal Eng	\$205.00
Principal Elec Eng	\$210.00
Senior Engineer II	\$160.00
Senior Engineer I	\$150.00
Assistant Engineer II	\$100.90
Design CAD Operator	\$100.90
Technical Trainee	\$80.00